

STATE OF NORTH DAKOTA

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
OFFICE OF TRAFFIC SAFETY
ROOM 230
608 EAST BOULEVARD AVENUE
BISMARCK, NORTH DAKOTA 58505-0700**

Request for Proposals (RFP) for Traffic Safety Grants

RFP Title: Roll Call Video Identifying Fake IDs

RFP No.: 915-09-07-090

Date of Issue: April 2, 2007

The North Dakota Department of Transportation, through its Office of Traffic Safety (OTS), is requesting proposals from grant applicants who are interested in developing a video that will be used for training purposes in identifying altered or false driver's license and identification cards. By providing this training to law enforcement we will be able to reduce underage access to alcohol.

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SECTION ONE

INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The North Dakota Department of Transportation (NDDOT), Office of Traffic Safety (OTS), hereafter known as OTS, is soliciting proposals from grant applicants who are interested in developing a video that will be used for training purposes in identifying altered or false driver's license and identification cards. By providing this training to law enforcement we will be able to reduce underage access to alcohol.

In North Dakota, during 2005 there were 203 juveniles arrested for minor in possession or minor in consumption and 632 arrests for driving under the influence. Each year underage youth acquire and consume alcohol and the results of this can be fatal and tragic. Alcohol countermeasure programs significantly reduce the access of alcohol by underage individuals and can greatly reduce the number of fatal and injury-crashes on North Dakota roadways.

1.02

Contact Person, Address, Telephone, Fax, E-mail

The program manager is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the program manager.

PROGRAM MANAGER: Sandy Wilson
ADDRESS: 608 East Boulevard Avenue
Bismarck, North Dakota 58505-0700
PHONE: 701-328-2899
FAX: 701-328-2435
E-MAIL: swilson@nd.gov

1.03

RFP Schedule

This schedule of events represents the state of North Dakota's ("State") best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

| | |
|--|-----------------|
| • Release of RFP | April 2, 2007 |
| • Deadline for receipt of written questions related to the RFP and application process | April 09, 2007 |
| • Deadline for response to questions | April 20, 2007 |
| • Deadline for receipt of proposals from grant applicants | April 27, 2007 |
| • Committee evaluation completed approximately | April 30 , 2007 |
| • Grant applicant interviews (if needed) approximately | May 4, 2007 |
| • Notice of Intent to Award grants | May 7, 2007 |
| • Contract start date | June 1 , 2007 |

1.04

Proposal Preparation and Submittal of Grant Application

All costs associated with the preparation, delivery, and presentation of proposals shall be the sole responsibility of the grant applicant.

Each grant applicant's proposal shall be sealed and must be signed by its authorized agent. Grant applicants must submit one original signed proposal, one copy of the signed proposal and one electronic copy of their proposal on a CD in a sealed envelope or package.

To avoid being inadvertently opened prematurely by State personnel, each proposal shall be submitted in envelopes clearly marked as such:

**ROLL CALL VIDEO
RFP OPENING
2 p.m., CDT
April 27, 2007**

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery. Envelopes or packages must be addressed as follows:

**North Dakota Department of Transportation
Office of Traffic Safety
Attention: Sandy Wilson
Room 230
608 East Boulevard Avenue
Bismarck, ND 58505-0700**

Proposals must be received by the OTS, at the location specified, no later than **2 p.m., CENTRAL TIME**, on **April 27, 2007**. Proposals will not be publicly read at opening.

Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means. Grant applicants assume the risk of the method of dispatch chosen. The State assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the State. A grant applicant's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Withdrawal and Modification of Proposals

Upon proper written application, a proposal may be withdrawn by the grant applicant at any time up to opening. No modification will be permitted once a proposal has been submitted.

1.06

Proposal Held Firm

Proposals shall be valid for at least 90 days after the proposal opening date to afford the State adequate time to analyze the proposals and award a contract.

1.07

Grant Applicant Interview

At the discretion of the State, grant applicants may be required to participate in personal interviews.

1.08

Assistance to Grant Applicants with a Disability

Grant applicants requiring accommodation for a disability should contact the program manager prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.09

Deadline for Receipt of Questions

Grant applicants must carefully review this RFP, the contract requirements, risk management provisions, and all attachments. All questions and requests for clarification must be in writing and directed to the OTS, addressed to the program manager, and cite the subject RFP. The program manager must receive these written requests by the deadline for questions specified in the RFP Schedule of Events to allow issuance of any necessary amendments.

If the question may be answered by directing the questioner to a specific section of the RFP, then the program manager may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The program manager will make this determination. Oral communication is considered unofficial and non-binding on the State. The grant applicant must confirm telephone conversations in writing.

1.10

Amendments to the RFP

All amendments to this RFP will be posted on the NDDOT, Drivers License and Traffic Safety Division web site at <http://www.dot.nd.gov/dlt.html> and <http://www.nd.gov/spo/vendor/> . The solicitation and amendments will be posted on these web sites until the deadline for receipt of proposals. Grant applicants are responsible for checking the web site for amendments to the RFP.

SECTION TWO

BACKGROUND INFORMATION

2.01

Background Information

Background information concerning this project is as follows:

The Contractor will develop a roll call video to be used by law enforcement officers for training purposes. The training will provide the knowledge and skills to be able to identify when a North Dakota identification card or driver's license has been tampered with. The video will demonstrate the security features of the North Dakota driver's license and will explain common problems and concerns associated with an altered driver's license.

2.02

Definition

A recent analysis of the National Longitudinal Alcohol Epidemiologic Survey (NLAES) conducted for the National Institute on Alcohol Abuse and Alcoholism found that the age of drinking onset was strongly related to having experienced alcohol dependence during one's life.

Among both males and females, and people with and without a family history of alcoholism, those who began drinking regularly before age 14 were at least three times more likely than those who did not drink alcohol until they were over 21 to experience alcohol dependence.

The National Highway Traffic Safety Administration (NHTSA) contracted with researchers from the Boston University School of Public Health to use data from the NLAES in two studies on drinking and driving.

For those participants who were either current or former drinkers, about one quarter (23 percent) reported ever having driven a vehicle after having too much to drink; 5 percent reported doing this in the last year. Four percent of the participants said they had been in a crash because of their drinking. The data indicated that the earlier the respondents began drinking, the greater the proportions who reported driving after drinking too much, and crash involvement because of drinking. Those who began drinking before age 14 were three times more likely than those who began drinking after age 21 to report ever driving after drinking too much (53 vs. 18 percent) and seven times more likely to report ever being in a crash because of their drinking (14 vs. 2

percent). The magnitude of difference tended to become smaller as the initial age drinking became closer to 21.

By providing adequate training on the appearance of the North Dakota driver's license and identification card, law enforcement will be able to identify when tampering has taken place, thus reducing the chances for individuals under the age of 21 gaining access to alcohol. In addition, law enforcement will be able to use this knowledge when conducting responsible beverage server training in their communities and will be able to train servers how to identify altered or fake identifications.

2.03

Budget

The estimated budget for completion of this project is approximately \$20,000. Proposals priced at more than \$20,000 may be considered with explanation of additional costs.

SECTION THREE

SCOPE OF WORK

3.01

Overview

The Contractor will develop and reproduce 75 DVDs with menu options to be used by law enforcement agencies for training purposes. The video will provide information about the new North Dakota driver's license and will explain the features and differences of the under age of 18 driver's license, under age of 21 driver's license, and the over age 21 driver's license. The video will also provide information about typical events and locations where tampered and fake identifications are commonly used. The video will also describe how fake or altered identifications are obtained.

Quality Assurance

The scope of work will be monitored by the OTS alcohol countermeasures program manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances and operations. This will include identification and written notification of issues and/or concerns that could significantly affect the roll call video performance and outcomes to agents of the contracting agency in the community.

Contractor-furnished Property/Services

The Contractor's role is as follows:

The grant applicant will be required to submit reimbursement vouchers within 30 days after expenditures are made. The grant applicant must also maintain financial records and retain supporting documentation.

3.02

Required Licenses

The grant applicant and all individuals working on the project must hold a current North Dakota Class D driver's license in good standing.

SECTION FOUR

GENERAL CONTRACT INFORMATION

4.01

Contract Term, Extension, and Renewal Options

This schedule of events represents the State's best estimate of the contract schedule that will be followed. If a component of this schedule, such as the award date, is delayed, the rest of the schedule will be shifted by the same number of days. *The contract must be completed by September 30, 2007.*

4.02

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.03

Additional Terms and Conditions

The State reserves the right to add, delete, or modify terms and conditions during contract negotiation. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.04

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the director of NDDOT approves the contract. The State will not be responsible for any work done by the Contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.05

Contract Changes – Unanticipated Amendments

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the program manager designated by the State will provide the Contractor with a written description of the additional work and request that the Contractor submit a firm-time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The Contractor will not commence additional work until the program manager has secured any required State approvals necessary for the amendment and issued a written Contract Amendment, approved by the OTS.

4.06

Contract Funding

Approval or continuation of a contract resulting from this solicitation is contingent upon continuing appropriations. The contract may be terminated by the State or modified by agreement of both parties in the event funding from federal, state, or other sources is not obtained and continued at sufficient levels.

4.07

Payment Terms

The grant applicant will be required to submit reimbursement vouchers within 30 days after expenditures are made.

No payment will be made until the NDDOT and OTS approve the contract. Payment for services under contract will normally be made within 45 calendar days after receipt and acceptance by the OTS, or after receipt of a correct invoice, whichever is later. Payment inquiries must be directed to the program manager at the OTS.

4.08

Inspection & Modification – Reimbursement for Unacceptable Deliverables

The Contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the program manager designated by the State. The State may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the program manager determine that corrections or modifications are necessary in order to accomplish its intent, the program manager may direct the Contractor to make changes. The Contractor will not unreasonably withhold changes.

Substantial failure of the Contractor to perform the contract may cause the State to terminate the contract. In this event, the State may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.09

Termination for Default

If the program manager, designated by the OTS, determines that the Contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the State may, by providing written notice to the Contractor, terminate the Contractor's right to proceed with part or all of the remaining work.

4.10

Open Records Laws – Confidentiality

Any records that are obtained or generated by the Contractor under this contract are subject to the ND Open Records Law regarding public records and handling of confidential information.

4.11

Work Product, Equipment, and Material

All work products, equipment, or materials created or purchased under this contract belong to the State and must be delivered to the State at the State's request upon termination of this contract, unless otherwise agreed in writing by the OTS.

4.12

Independent Entity

The Contractor is an independent entity under this contract and is not a State employee for any purpose. The Contractor retains sole and absolute discretion in the manner and means of carrying out the Contractor's activities and responsibilities under the contract, except to the extent specified in the contract.

4.13

Assignment

The Contractor may not assign or otherwise transfer or delegate any right or duty without the State's express written consent. However, the Contractor may enter into subcontracts provided that the subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments.

4.14

Subcontracts

If a grant applicant intends to use subcontractors, they must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform as well as the following:

- (a) Complete name of the subcontractor;
- (b) Complete address of the subcontractor;
- (c) Type of work the subcontractor will be performing;
- (d) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a current North Dakota Class D driver's license in good standing; and
- (e) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services and abide by the certifications required by the contract.

A grant applicant's failure to provide this information, within the time set, may cause the State to consider its proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the program manager.

Any dispute arising out of this agreement will be resolved under the laws of the state of North Dakota.

SECTION FIVE

EVALUATION CRITERIA AND CONTRACTOR SELECTION

5.01

Basis of Award

A contract will be awarded on the basis of information contained within the proposals, as well as information obtained from outside sources.

The State reserves the right to accept and/or reject any and/or all proposals and to award a contract that the State considers the most advantageous to the State and its citizens.

The State reserves the right to make an award without further discussion of the proposal submitted. The proposal should be initially submitted on the most favorable terms the grant applicant can offer. The grant applicant shall specifically stipulate that the proposal is predicated upon the acceptance of all terms and conditions stated in the RFP. It is understood that the proposal will become a part of the official file on this matter, without obligation to the State.

The State may, at its sole discretion, select or reject individual items proposed by the grant applicant. The State may find it necessary to add or delete services from the grant applicant's proposal to make equivalent evaluation comparisons.

The evaluation process is designed to award the contract not necessarily to the proposal of least cost, but rather to the grant applicant with the best combination of attributes based upon the evaluation criteria.

Grant applicants who are eliminated from further competition will be mailed notification by the State as soon as practical.

SECTION SIX

PROPOSAL FORMAT AND CONTENT

6.01

Proposal Format and Content

The State discourages lengthy and costly proposals; however, in order for the State to evaluate proposals fairly and completely, grant applicants must follow the format set out in this RFP and provide all information requested in the Traffic Safety Grant application SFN 7249 which can be found at <http://www.dot.nd.gov/formsts.html>.

6.02

Introduction

Proposals must include the complete name and address of grant applicant's firm and the name, mailing address, and telephone number of the person the State should contact regarding the proposal.

Proposals must be signed by a company officer empowered to bind the company. A grant applicant's failure to include these items in the proposal may cause the proposal to be determined non-responsive, and the proposal may be rejected.

You can access the Traffic Safety Grant Application Guideline and Traffic Safety Grant Application SFN 7249 at the NDDOT web site <http://www.dot.nd.gov/formsts.html>.

6.03

Understanding of the Project

Grant applicants must provide narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Grant applicants must also identify any pertinent issues and potential problems related to the program.

Grant applicants must also provide a resume that outlines their work experience in video production. In addition, a list of the names of those who will be working on this project their role, and their experience must be included with the grant application.

Grant applicants must have prior video production experience. References along with copies of previous video or DVD samples must be provided with grant application.

6.04

Work Plan (Demonstrated Ability to Perform the Services)

Grant applicants must provide narrative statements that set out the management plan it intends to follow, and illustrate how the plan will serve to accomplish the work and furnish the deliverables described in the scope of work within the State's project schedule. A timeline of activities must be included. The timeline must include but is not limited to videography, still photography, interviews, editing, and other production tasks associated with the completion of the video.

6.05

Cost Proposal

Grant applicants must provide a budget narrative and a one-page budget.

The work is to be performed, completed, and managed at the local level. The State **will not** provide workspace for the Contractor.

SECTION SEVEN

STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

The offeror submitting the proposal response or that offeror's duly authorized agent or representative must sign the proposal response manually in ink. The name and title of the person signing the proposal response must be typed or printed above the signature. To be signed by **Owner; Corp. Pres., Vice Pres., or other authorized Corp. Officer** or proposal may be rejected. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

7.02

State Not Responsible for Preparation Costs

The State will not pay any costs associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Grant applicants must disclose any instances where the firm or any individuals working on the contract have a possible conflict of interest and, if so, the nature of that conflict (e.g., employed

by the state of North Dakota). The State reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the grant applicant's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04

Grant Applicant's Certification

By signature on the proposal, a grant applicant certifies that it complies with:

1. the laws of the state of North Dakota;
2. North Dakota Administrative Code;
3. all applicable local, state, and federal laws, code, and regulations;
4. the applicable portion of the Federal Civil Rights Act of 1964;
5. the Equal Employment Opportunity Act and the regulations issued by the federal government;
6. the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
7. all terms, conditions, and requirements set forth in this RFP;
8. a condition that the proposal submitted was independently arrived at, without collusion;
9. a condition that the offer will remain open and valid for the period indicated in this solicitation; and
10. a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the state of North Dakota).

If any grant applicant fails to comply with the provisions stated in this paragraph, the State reserves the right to reject the proposal, terminate the contract, or consider the Contractor in default.

7.05

Amendments to Proposals and Withdrawals of Proposals

Grant applicants may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the State's request. After the deadline, grant applicants may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made. The program manager may permit withdrawal of the proposal upon verifying that a substantial mistake has been made, and the State may retain the grant applicant's bid bond or other bid type of bid security, if one was required.

7.06

Alternate Proposals

Grant applicants may submit only one proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be considered.

7.07

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the State and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Grant applicants may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the grant applicant must be clearly identified, and the grant applicant must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General web site for additional information: <http://www.ag.nd.gov/OpenRecords/ORM.htm>.

7.08

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. An evaluation committee will evaluate responsive proposals. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with grant applicants determined to be reasonable for award and any demonstrations, oral presentations, or site inspections, if required in this RFP.

7.09

Right of Rejection

The State reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors, under N.D.C.C. §54-44.4-09, will be rejected. The program manager may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Grant applicants may not qualify the proposal or restrict the rights of the State. If a grant applicant does so, the program manager may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

The program manager may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision.

The State reserves the right to reject any proposal determined to be non-responsive, and to reject the proposal of a grant applicant determined to be not responsible. The State also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.10

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the program manager or the proposal evaluation committee are permitted with a grant applicant to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

7.11

Contract Negotiation

After final evaluation, the program manager may negotiate with the grant applicant of the highest-ranked proposal. Negotiations, if held, will be within the scope of the RFPs and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked grant applicant fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the grant applicant of the next highest-ranked proposal.

If contract negotiations are begun, they will be held:

| | |
|--------------------|--|
| PLACE | ND Department of Transportation/Office of Traffic Safety |
| FLOOR, ROOM NUMBER | Second Floor, Room 230 |
| STREET ADDRESS | 608 East Boulevard Avenue |
| CITY, STATE | Bismarck, ND |

If contract negotiations are held, the grant applicant will be responsible for all costs including travel and per diem expenses.

7.12

Failure to Negotiate

If the selected grant applicant:

- fails to provide the information required to begin negotiations in a timely manner;
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the grant applicant and the State, after a good faith effort, cannot come to terms, the State may terminate negotiations with the grant applicant initially selected and commence negotiations with the next highest-ranked grant applicant.

7.13

Notice of Intent to Award – Grant Applicant Notification of Selection

After the completion of contract negotiations, the program manager will issue a written Notice of Intent to Award and send copies to all grant applicants. The scores and placement of other grant applicants will not be part of the Notice of Intent to Award.

Successful grant applicants named in the Notice of Intent to Award are advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful grant applicant and the State sign the contract.

SECTION EIGHT

ATTACHMENTS

8.01

Grant Application Evaluation

Risk Management Provisions

Contract for Procurement

Grant Application Evaluation

Please fill in the respondent's name, and rate the proposal on each of the listed points by circling the appropriate answer. Points may be assigned midrange (e.g., 6 or 7).

The goal of the project is developing an alcohol training toolkit which will include materials, posters, and a video designed to reduce the risks and consequences of driving impaired and strategies to avoid this behavior.

Each proposal should include how the following will be developed and/or implemented:

Type of Grant: _____

Applicant's Name: _____

Evaluator's Name: _____

Scale: 0 = Missing 1 = Very Poor 2 = Poor 5 = Acceptable 8 = Good 10 = Excellent

Quality of Proposal and Understanding Specific Requirements

0 1 2 5 8 10

Comments _____

Plan for Documenting Accomplishments (evaluation, database, etc.)

0 1 2 5 8 10

Comments _____

Demonstrated Ability to Perform Services

0 1 2 5 8 10

Comments _____

Budget 0 1 2 5 8 10

Comments _____

Quality of Staff Including Knowledge of Survey

0 1 2 5 8 10

Comments _____

Total Possible Points = 50

Total Points _____

**Instructions for Completing the Roll Call Video
Grant Application Evaluations.**

- 1) Please identify the type of grant applied for and the applicant's name on the evaluation form.
- 2) The RFP (attached) included key points that needed to be addressed in the grant application. These items are to be rated on a scale of 0-10. The scale rating is listed on the evaluation form. The scale should be considered as guide posts. An acceptable response may be worth more than 5 points, but not enough to score 8 points for "good." You may assign 6 or 7 points to the key point.
- 3) Comments are encouraged.
- 4) Please complete "amount requested" and the "suggested amount" to be awarded.
- 5) Please leave the actual amount to be awarded blank. We will determine the actual amount to be awarded when we review the evaluations. There is approximately \$20,000 for the Roll Call Video grant.
- 6) Some of the grant applications may actually contain plans that are better suited to other programs within traffic safety. Please keep this in mind when evaluating the proposals.

VMD

Risk Management Appendix

Service Contracts with Private Individuals, Companies, Corporations, Etc.:

Contractor agrees to indemnify, save and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of the Contractor or its agent, including all costs, expenses, and attorney's fees, which may in any manner result from or arise out of this agreement. Contractor also agrees to indemnify, save and hold the State harmless for all costs, expenses and attorney's fees incurred in establishing and litigating the indemnification coverage provided herein.

Contractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota, the following insurance coverages covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this agreement:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required are **\$250,000 per person** and **\$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The State of North Dakota, its agencies, officers, and employees (State) shall be endorsed as an **additional insured** on the commercial general liability and automobile liability policies.
- 4) Said endorsements shall contain a **"Waiver of Subrogation"** in favor of the state of North Dakota.
- 5) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

Contractor shall furnish a certificate of insurance evidencing the requirements in 1, 3, and 4, above to the undersigned State representative prior to commencement of this agreement.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time. Any attorney who represents the State under this contract must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08.

When a portion of a Contract is sublet, the Contractor shall obtain insurance protection (as outlined above) to provide liability coverage to protect the Contractor and the State as a result of work undertaken by the Subcontractor. In addition, the Contractor shall ensure that any and all parties performing work under the Contract are covered by public liability insurance as outlined above. All Subcontractors performing work under the Contract are required to maintain the same scope of insurance required of the Contractor. The Contractor shall be held responsible for ensuring compliance with those requirements by all Subcontractors.

Contractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the State. Any insurance, self-insurance or self-retention maintained by the State shall be excess of the Contractor's insurance and shall not contribute with it. Any deductible amount or other obligations under the policy(ies) shall be the sole responsibility of the Contractor. This insurance may be in a policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The State will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above.

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
CONTRACT FOR PROCUREMENT

REQUEST FOR PROPOSAL TITLE: _____

REQUEST FOR PROPOSAL NO.: _____

This agreement is entered into between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota, and _____, hereinafter referred to as the Contractor, whose address is _____.

In consideration of the mutual covenants herein set forth, NDDOT and the Contractor agree as follows:

1. That in consideration of the payments to be made by NDDOT, the Contractor agrees to provide the services and/or goods in accordance and in conformity with this contract, the Contractor's proposal, dated _____, NDDOT's request for proposal issued on _____, and any purchase orders issued as a result of this contract. The Contractor's proposal, NDDOT's request for proposal, and any purchase orders are incorporated by reference herein. If discrepancies exist between the Contractor's proposal, and NDDOT's request for proposal, or this contract, NDDOT's request for proposal, and this contract shall govern.
2. NDDOT agrees to pay the Contractor for the work, when completed and accepted in accordance with this contract.

Payments are to be made upon presentation of an invoice by the Contractor, and by the terms of this contract.
3. The work shall be done pursuant to this contract, to the laws of the state of North Dakota, and to the satisfaction of NDDOT, in accordance with the rules and regulations made pursuant to state and federal law.
4. The Contractor, in employing and maintaining labor, shall do so in conformity with state and federal law and this contract.
5. Payments by NDDOT beyond the current state biennium shall be contingent on sufficient funds being appropriated by the Federal Government or State Legislature for the Department. In the event of insufficient appropriations in future bienniums, NDDOT may give a minimum of 30 days notice to terminate this agreement/contract and have no further obligation to the Contractor.
6. All work products and copyrights of the contract which result from this contract are the exclusive property of NDDOT.
7. Notwithstanding any rules regarding the choice of law or venue, it is agreed by the parties that this contract shall be governed by and construed in accordance with applicable Federal Law and the laws of the state of North Dakota, at the time this contract was executed. All disputes arising from this agreement shall be brought in the South Central District Court of the state of North Dakota.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

9. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
10. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.
11. The Contractor shall not assign nor transfer the contractor's interests or duties under this agreement without the express written consent of the state.
12. To ensure that the "Americans with Disabilities Act" is in full compliance during the term of this agreement, the Contractor shall adhere to the following: The Uniform Federal Accessibility Standards contained in 41 CFR Part 101-19.6, the Americans With Disabilities Act, 36 CFR Part 119.1, N.D.C.C. section 48-02-19, and any amendments thereto.
13. The Contractor may not discriminate on the basis of race, color, religion, sex, national origin, age, the presence of any mental or physical disability, status with regard to marriage or public assistance, or participation in lawful activity off the employer's premises during nonworking hours which is not in direct conflict with the essential business-related interests of the employer, as defined in North Dakota Century Code Chapter 14-02.4.
14. Termination
 - a. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days' notice, in writing and delivered by certified mail or in person.
 - b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:
 - i. If NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified unilaterally to accommodate a reduction in funds.
 - ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
 - iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- c. NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement.
 - i. If the contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or

- ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

15. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

16. This agreement becomes effective when all parties have signed and it shall terminate on _____.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

CONTRACTOR:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE